Vol. M79 Page 13352 38-19034 68582 TRUST DEED THIS TRUST DEED, made this <u>for the day of <u>Rebearby</u>. 19 <u>2</u>, between <u>19 11 c</u> <u>J</u>, <u>NDR-En - An ICAMPARI'CO <u>USM141</u>, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.</u></u> Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rest, issues and pojits thereof end all fixtures now or hereafter attached to or used in connection with said real estate. This, issues and profits thereof end all fixtures now or hereafter attached to or used in connection with said real estate. The true performs of the sum o neficiary or order and made by grantor. The final payment of principal and interest hereof, if not somer paid, to be due and payable <u>print and the secured by this instrument is the date</u>, study dave, on which the final installment of said note becomes due and payable. In the event of maturity of the debt secured by this instrument is the date, study dave, on which the final installment of said note becomes due and payable. In the event date of maturity of the debt secured by this instrument is the date, study dave, on which the final installment of said note becomes due and payable. In the event date of maturity of the debt secured by this instrument, the event therein is old, agreed to be sold, conveyed, assigned or alignated by the events without first having present therein, or herein, shall become immediately due and payable. The date of maturity of the deft scarred by this instrument is the date, still above, on which the written consent or paper thereof, or any interest meeting to old agreed to be becaused therein, on therein, state become immediately due and payotic.
The above described teal property is not currently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, grantor agrees:

 To protect the reserve and maintain stal property in good condition and repair.
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 To complete meet which may be constructed, damaged or destroyed thereon, or the other extend thereof.
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 To provide and could promise against loss or damage by the and such other hereofficary with all laws, onlinances, regulations, covenants, conditions, and the statements pursuant to time requires or admet acceptable to the head and other other against loss or damage by the and such other hereofficary with out or the reparation of the property and maintain instruance on the building agencies as any require any theoreficary.
 To provide and work many be applying the other ensures of all the delivered is the thereofficary with the state against loss or damage by the and such other thereofficary with all suck, or the again and the again and the again and the again again and the again agai restriction thereon; (c) join in any subordination or other acreement affecting this restriction thereon; (c) join in any subordination or other acreement affecting this property. The grantee in any reconveynee may be described as the "person persons legally entitled in territy thinkers therein of any matters or facts shall be conclusive proof of the trainfulness thereof. Trustee 's fee; 'or any of the services meetioned in this paragraph shall be not less than 55. The conclusive proof of the trainfulness thereof, there is services meetioned in this paragraph shall be not less than 55. The conclusive proof of the trainformer there by a court, and due notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness thereby secured, without regard to the adequacy of any security for the indebtedness thereby accurt, and and apply the same, less costs and expenses of opediation and collectual sup or otherwise collect the rest, itsues and profits, unlating there paragraph of the same, less costs and expenses of opediation and collectual indebtedness secured hereby, in such order as beneficiary may determine. indebtedness secured hereby, in such order as beneficiary may determine. If 11. The entering upon and taking possession of said property, the collection of such resistance and profits, or the proceeds or fire and other insurance police and compensation or awards for any taking or damage of the property, and the such control of entering the proceed of the such as the entering of the property is client any set does not need to be and of the such control of any agreement hereanate, the mention to be and the property is client and profits or the proceed of the such and the property is client and proceed on equity, as a more dealer of the property is client in the precision of the insect and of the magnet proceed to forelast this election may proceed to proceed to pro-tion of the such and the proceed of the insect and proceed to proceed to the such and the such as a such the beneficiary may determine which end the such as the three of the such as the section of the such as the such as the such as the section of the proceed to the proceed such as the section of the such as the such as the section of the proceed such as the section of the such as the section of the such as the section of the proceed to the proceed such as the section of the such as the section of the proceed to fore the section of the such as the section of the such the section of the section of the proceed such the section of the such as the section of the s and cause to be recorded his written notice of idealistics or the trust deed by descended in the written notice of idealist or the trust could be still descended by the obligations secured hereby, whereupon the trustee shall exceed the still descended by the obligations secured hereby, whereupon the law, and proceed to forcelose this trust deed to the still fix the time and place of sale, even onlice thread a first descendent of the sale of sale, and proceed to forcelose this thirt deal to the manner provided in ORS 25, 740 to 85, 752. search as well as the other costs and expenses of the trainer many suit, action with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the proceeding in which the beneficiary or trustee provided, however, in case the suit is the beneficiary or trustee then the preculing exidence of tille and beneficiary or trustee then the preculing exidence of the suit is the beneficiary's or trustee's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary's or the trustee then the preculing party shall be entitled to the attorney's fees therein described; the amount of attorney's fees appellate court if an opped is taken. matters of jact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and henefficiary, may person each second s mentioned in this paragraph 7 in all cases shall be jixed by the trial court of by the appellate court if an oppeal is taken. It is multially directed that: S In the event that any portion or all of said property shall be taken under the related trial to the information condemnation, beneficiary build have the related to the related to the information of the related to the related to the related of the relation of the rela The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered titled thereto The Trust Deeg Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the law of Oregon or the United States, a title insurance company authorized to invere title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE: 7213-1310

13253 and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even-il-grantor is a natural-person) are for business or commercial purposes other than agricultural . • purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. You have the option to void your contract or agreement by notice to the seller if you did not receive a Property Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you received the Property Report less than 48 hours prior to signing the contract or agreement you have the right to revoke the contract or agreement by notice to the seller until midnight of the third business day following the consumation of the transaction. A business day is any calendar day except Sunday, and the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas. x. Bonne J * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice.) Torton W'twessed By; Jely 9.972 jr (If the signer of the above is a corporation, use the form of acknowledgment opposite.) 20-79 (ORS 93.490) STATE OF CALIFORNIA, Angeles } ss. SAFECO COUNTY OF _____S On 27 APCI 977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared FC/12 10086 known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That the resides at Cost Any e (res) that the same being by me duly sworn deposed and said: That the resides at Any e (res) Appendent and saw. Bonnie 1 Nor the W Iaple FOR NOTARY SEAL OR STAMP 7-74) OFFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA LOS ANGUES COUNTY My comm. expires AUG (5, 1932 (Rev. Nortow personally known to A.M. to be the person described in, and whose name is subscribed to the within and appreced instrument, execute the same; and that affiant subscribed <u>1.55</u> mame thereto as a within s to said execution Witness (G.S.) -167 Stapl 0 Signature The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: .. 19. Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the 7th day of June ..., 19. 79, at 10:2 o'clock $\Lambda_{-}M$, and recorded Grantor in book <u>M7.9</u> on page 133.52.... or as file/reel number _68582 SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary Wells Fargo Realty Services Inc. Mn. D. Milne 572 F. Green Street County Clerk Title Pasadena, CA 91101 By Bernecha Adets Deputy KAREN STARK Trust Services Fee \$6.00